

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: April 9, 1998

INVITATION FOR BIDS

NO. IFB-98-144-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

MOP YARN AND TWILL FABRIC

FOR

HO'OPONO WORKSHOP FOR THE BLIND

will be received up to and opened at 2:00 p.m. (H.S.T.)

on

April 30, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii, 96813.

Questions relating to this bid solicitation may be directed to Mr.
Marc Yamamoto, telephone (808) 586-0569, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

06/03/96

MOP YARN AND TWILL FABRIC
FOR
HO'OPONO WORKSHOP FOR THE BLIND
IFB-98-144-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.:

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid for mop yarn and twill fabric is hereby submitted, as specified herein:

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Manufacturer/ Brand Name & No.</u>	<u>Unit Price</u>	<u>Estimated Total Bid Price</u>
<u>MOP YARN</u>					
1.	Mop Yarn, 8-ply	10,000 lbs.	_____	\$_____/lb.	\$_____
2.	Mop Yarn, 4-ply	20,000 lbs.	_____	\$_____/lb.	\$_____
3.	Mop Yarn, 4/4-ply	8,000 lbs.	_____	\$_____/lb.	\$_____
Total Sum Bid - Items No. 1-3					\$_____

TWILL FABRIC

4.	Twill Fabric, 50/50 Polyester-Cotton, White	1,200 yds.	_____	\$_____/yd.	\$_____
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* Unit price shall include delivery charges (F.O.B. destination) and any other costs incurred to provide Ho'opono with the requirements specified within the allowed delivery time.

Bidder's Business Address _____

Telephone No. _____

Contact Person _____

Offeror_____

SPECIFICATIONS

MOP YARN

All yarn shall be ball warp, untangled, no dangling tails, bundled and completely wrapped with protective covering into bales weighing approximately 100 pounds. At the time of ordering, (the State shall specify) the number of ends to be put up on each bale.

All yarn shall be relatively free of trash (leaves, twigs, burrs, seed particles, motes and bark).

8-Ply Mop Yarn	Fiber Content: approximately 70% cotton and 30% miscellaneous synthetics consisting primarily of rayon, polyester and acrylics.
4-Ply Mop Yarn	Fiber Content: approximately 70% cotton and 30% miscellaneous synthetics consisting primarily of rayon, polyester and various acrylics.
4/4-Ply Open End Mop Yarn	Fiber Content: Blend of approximately 90% cotton and 10% synthetic. Yarn shall be available in 50, 100, and 150 end bales; 250 ends, if possible.

TWILL FABRIC

All fabric shall be put up on bolts of 50 yards.

White 50/50 Polyester-Cotton, 60" wide.	
White 50/50 Polyester-Cotton, 60" wide.	
Thread count: Fill direction - 46	
(cross or vertical)	
Warp - 55	
(lengthwise)	

Representative samples of the mop yarn and twill fabric are available at the State Procurement Office for inspection, review, and comparison.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Mop Yarn and Twill Fabric to Ho'opono Workshop for the Blind, Department of Human Services, State of Hawaii, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 included by reference and made a part hereof. Copies of the General Terms and Conditions are available in the State Procurement Office, 1151 Punchbowl St., Room 416, Honolulu, Hawaii 96813 and on the internet at <http://www.state.hi.us>.

TERM OF CONTRACT

Contract shall be for the twelve-month period beginning June 15, 1998 and ending June 14, 1999, and may be extended by mutual agreement for a period not to exceed three months.

CONTRACT ADMINISTRATOR

For purposes of this contract, Mr. Jon Koki, Business Manager for the Blind, telephone number (808) 586-5282, or his authorized representative is designated the Contract Administrator.

STATE'S COMMITMENT

In return for prices submitted, Ho'opono Workshop for the Blind will purchase all of their requirements of the products listed herein from the successful low bidder.

It is provided, however, that when quality level or product design is not suited to any agency's purpose, an exception to this commitment may be granted to such agency by the Procurement Officer.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material; containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid prices shall be based on "delivery to destination" and shall include all costs incurred except the Hawaii General Excise Tax, currently 4%. The amount of the General Excise Tax may be added to the invoice as a separate line item and shall not exceed the current rate. All prices submitted shall be in terms of the unit shown and shall be the all-inclusive cost to the State and no other charges will be honored.

Samples. Samples of the mop yarn and twill fabric are available at the State Procurement Office for inspection, review and comparison.

Submission of bid shall be evidence that the bidder understands the scope of the project and shall comply with these specifications if awarded the contract.

Tie Bids. Should bidder submit a bid for any line item that is tied, and such tie bids are determined to be the low responsive bids from responsible bidders, contract will be awarded to that bidder who received the previous award for the identical item(s) and the same bidder will continue to receive the award for succeeding contracts so long as all low bids are identical. When this method or any other permissible method is not feasible, award will be made by drawing lots.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, upon request.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-state vendors without a Hawaii GET license. Due to the scope of work under this solicitation, an out-of-state vendor not possessing a Hawaii GET license, but having "sufficient presence in Hawaii" as evidenced by a "yes" response to at least one of the questions in the attached Tax Equalization Certificate, is liable for the GET and applicable use tax. Out-of-state vendors not possessing a Hawaii GET license shall complete the attached certificate.

However, if an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" due solely to a "yes" answer to question number 4 of the Tax Equalization Certificate, drop ships the goods required herein and subcontracts the entire service portion of the contract to be awarded, then the out-of-state vendor is not liable for the taxes. If the out-of-state vendor is subcontracting this portion of the work, the name of the subcontractor shall be furnished on the certificate.

Failure to complete the certificate and to furnish the name(s) of subcontractor(s), if any, may result in the rejection of the offer or application of the tax equalization provision below.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Hawaii General Excise Tax License. In accordance with Section 3.1A of the General Terms and Conditions, bidder shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form page OF-1.

Manufacturer/Brand Name No. Bidder must indicate on the Offer Form the exact manufacturer/brand name and number of the yarn and twill fabric he is offering in the bid. Failure to comply or the inclusion of remarks such as "as specified" may be cause for bid rejection. If additional space is needed to provide complete product identification, bidder may attach a separate sheet for that purpose.

The burden of proof as to the comparative quality and suitability of alternative products shall be upon the bidder. Therefore, if and when requested, bidder shall, at his own expense within ten (10) calendar days from date of State's request furnish any further information necessary or related thereto, and/or exact samples of the item being considered for award. The State will be the sole judge as to the comparable quality and suitability of alternative or substitute products and its decision will be final.

SAMPLES

Upon the State's request, bidder(s) shall submit samples at their own expense within ten (10) calendar days, with detailed specifications, brochures and a properly identified sample of the item(s) bid. Failure to do so shall be cause for rejection of bid. Any sample submitted for testing purposes will become the property of the State and will not be returned to the bidder.

To be acceptable, sample(s) must be identified by manufacturer brand name and number exactly as offered herein and must be identical to the product being delivered under contract to the using agency.

QUANTITIES

Quantities listed herein are estimates for the period specified. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller quantities at the prices quoted on this bid invitation. For this reason, vendors shall bid only on regular stock items to avoid inventory hardships that could arise from stocking materials for State use only. In the event the estimated requirements do not materialize in exact quantities listed in the proposal, such failure shall not constitute grounds for equitable adjustment under this contract.

METHOD AWARD

Award(s), if any, will be made to the lowest responsible and responsive bidder(s) on an individual bid basis or if specified, on a total sum bid basis.

Bidder must bid on all items or sub-items within an award group in order to be considered for an award for that total sum bid award.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful offeror for execution. The contract shall be executed by the successful offeror and returned within ten (10) days after receipt by the vendor as specified in Section 3.3 of the General Terms and Conditions. **No performance or payment bond is required.**

If the option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract.

ORDERING AND DELIVERY

Purchase orders will be sent to the Contractor by Ho'opono workshop for the Blind on an as needed basis during the contract period. The following is an approximate schedule of orders:

<u>Item No.</u>	<u>Description</u>	<u>Estimated Frequency</u>
1.	Mop Yarn, 8-ply	Quarterly (every 3 or 4 months)
2.	Mop Yarn, 4-ply	Quarterly (every 3 or 4 months)
3.	Mop yarn, 4/4-ply	Bi-Annually (every 6 months)

Upon receipt of purchase orders, Contractor shall be required to complete delivery within sixty (60) calendar days to:

Ho'opono Workshop for the Blind
1901 Bachelot Street
Honolulu, Hawaii 96817

Attention: Mr. Jon Koki

Contractor will be required to deliver all items outstanding at the end of the contract on purchase orders received during the contract term.

PRODUCT CONDITION

Yarn and twill fabric delivered shall meet the quality and conditions set forth in this IFB. Products shall be free from defects which may render it unfit for use. Unacceptable items must be replaced with items of acceptable quality.

Failure to replace any unacceptable item shall not relieve the Contractor from the responsibility imposed upon him by the contract. No payment, whether partial or final, shall be construed to be an acceptance on unacceptable products.

INVOICING AND PAYMENT

Contractor shall forward invoices, original and two (2) copies, directly to Ho'opono at the delivery address.

Section 103-10, Hawaii Revised Statutes (HRS) provides that the State of Hawaii shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State, after award for the contract, which requires payment within a shorter period or which requires interest payments not in accordance with statute.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in this contract in accordance with the terms and conditions state herein. If a Contractor is unable to deliver products under contract due to inability to obtain the product from its source of supply, the Contractor shall submit to the State Procurement Office, written documentation from its source of supply which states that the product cannot be provided.

The Contractor shall work with Ho'opono to determine whether an alternative product can meet the needs of Ho'opono's specific application/project. The Contractor shall provide the alternative product, if acceptable to Ho'opono, at the contract price quoted.

In the event a Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u>
(check only
one) | <u>No</u> |
|---|-----------------------------------|-----------|
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____